

## STATE OF SOUTH CAROLINA

South Carolina Electric &amp; Gas Company

v.

DataComm Services, LLC d/b/a DCS Energy

BEFORE THE  
PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA

## COVER SHEET

DOCKET

NUMBER: 2011 - \_\_\_\_ - E

(Please type or print)

Submitted by: K. Chad Burgess

SC Bar Number: 69456

Address: SCANA Corp.

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220 Operation Way MC C222

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Cayce, SC 29033-3701

Other:

Email: chad.burgess@scana.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

## DOCKETING INFORMATION (Check all that apply)

☐ Emergency Relief demanded in petition☐ Request for item to be placed on Commission's Agenda expeditiously☐ Other:

INDUSTRY (Check one)	NATURE OF ACTION (Check all that apply)			
<input checked="" type="checkbox"/> Electric	<input type="checkbox"/> Affidavit	<input type="checkbox"/> Letter	<input type="checkbox"/> Request	
<input type="checkbox"/> Electric/Gas	<input type="checkbox"/> Agreement	<input type="checkbox"/> Memorandum	<input type="checkbox"/> Request for Certificatio	
<input type="checkbox"/> Electric/Telecommunications	<input type="checkbox"/> Answer	<input type="checkbox"/> Motion	<input type="checkbox"/> Request for Investigator	
<input type="checkbox"/> Electric/Water	<input type="checkbox"/> Appellate Review	<input type="checkbox"/> Objection	<input type="checkbox"/> Resale Agreement	
<input type="checkbox"/> Electric/Water/Telecom.	<input type="checkbox"/> Application	<input type="checkbox"/> Petition	<input type="checkbox"/> Resale Amendment	
<input type="checkbox"/> Electric/Water/Sewer	<input type="checkbox"/> Brief	<input type="checkbox"/> Petition for Reconsideration	<input type="checkbox"/> Reservation Letter	
<input type="checkbox"/> Gas	<input type="checkbox"/> Certificate	<input type="checkbox"/> Petition for Rulemaking	<input type="checkbox"/> Response	
<input type="checkbox"/> Railroad	<input type="checkbox"/> Comments	<input type="checkbox"/> Petition for Rule to Show Cause	<input type="checkbox"/> Response to Discovery	
<input type="checkbox"/> Sewer	<input checked="" type="checkbox"/> Complaint	<input type="checkbox"/> Petition to Intervene	<input type="checkbox"/> Return to Petition	
<input type="checkbox"/> Telecommunications	<input type="checkbox"/> Consent Order	<input type="checkbox"/> Petition to Intervene Out of Time	<input type="checkbox"/> Stipulation	
<input type="checkbox"/> Transportation	<input type="checkbox"/> Discovery	<input type="checkbox"/> Prefiled Testimony	<input type="checkbox"/> Subpoena	
<input type="checkbox"/> Water	<input type="checkbox"/> Exhibit	<input type="checkbox"/> Promotion	<input type="checkbox"/> Tariff	
<input type="checkbox"/> Water/Sewer	<input type="checkbox"/> Expedited Consideration	<input type="checkbox"/> Proposed Order	<input type="checkbox"/> Other:	
<input type="checkbox"/> Administrative Matter	<input type="checkbox"/> Interconnection Agreement	<input type="checkbox"/> Protest		
<input type="checkbox"/> Other:	<input type="checkbox"/> Interconnection Amendment	<input type="checkbox"/> Publisher's Affidavit		
	<input type="checkbox"/> Late-Filed Exhibit	<input type="checkbox"/> Report		



K. Chad Burgess  
Associate General Counsel

chad.burgess@scana.com

September 23, 2011

**VIA ELECTRONIC FILING**

The Honorable Jocelyn G. Boyd  
Chief Clerk/Administrator  
**Public Service Commission of South Carolina**  
101 Executive Center Drive  
Columbia, South Carolina 29210

RE: South Carolina Electric & Gas Company v. DataComm Services, LLC d/b/a DCS  
Energy  
Docket No. 2011-\_\_\_\_-E

Dear Ms. Boyd:

Enclosed for filing with the Public Service Commission of South Carolina is the Complaint of South Carolina Electric & Gas Company against DataComm Services, LLC d/b/a DCS Energy.

By copy of this letter, we are serving a copy of the Complaint upon Thomas Anderson, who is the registered agent for DataComm Services, LLC. We are also serving a copy of the Complaint upon the South Carolina Office of Regulatory Staff.

If you have any questions, please advise.

Very truly yours,

K. Chad Burgess

KCB/kms  
Enclosure

cc: Thomas Anderson for Datacomm Services, LLC  
(via Certified Mail, Return Receipt Requested, Restricted Delivery)

Nanette S. Edwards, Esquire  
Jeffrey M. Nelson, Esquire  
Shannon Bowyer Hudson, Esquire  
John Flitter  
(all via U.S. First Class Mail and electronic mail)

**BEFORE**  
**THE PUBLIC SERVICE COMMISSION OF**  
**SOUTH CAROLINA**  
**DOCKET NO. 2011-\_\_\_\_-E**

IN RE:

South Carolina Electric & Gas       )  
Company,                                )  
  )  
v.   )  
  )  
DataComm Services, LLC d/b/a       )  
DCS Energy.                            )  
\_\_\_\_\_

**COMPLAINT**

TO:       DataComm Services, LLC d/b/a DCS Energy

South Carolina Electric & Gas Company (“SCE&G” or the “Company”), pursuant to S.C. Code Ann. § 58-27-10(7) (1976, as amended), § 58-27-660 (1976, as amended), S.C. Code Ann. § 58-27-1230 (1976, amended), 26 S.C. Code Ann. Regs. 103-824 (1976, as amended), and other applicable provisions of South Carolina law, hereby files with the Public Service Commission of South Carolina (the “Commission”) this Complaint against DataComm Services, LLC d/b/a DCS Energy seeking certain declaratory and injunctive relief as set forth more specifically herein.

In support of this Complaint, SCE&G respectfully would show unto the Commission the following key facts and would request the Commission grant the following relief:

## I. INTRODUCTION

1. SCE&G is a corporation organized and existing under the laws of the State of South Carolina and is headquartered in Cayce, South Carolina. As a public utility, SCE&G is subject to the regulatory authority of the Commission pursuant to Title 58 of the Code of Laws of South Carolina. More specifically, SCE&G is an electrical utility engaged in the generation, transmission, distribution, and sale of electricity to the public for compensation. SCE&G operates an integrated electric utility system that serves over 660,000 customers in 24 counties covering nearly 17,000 square miles in central, southern and southwestern portions of South Carolina.

2. In addition to the generation, transmission, distribution, and sale of electricity to the public, SCE&G is also a natural gas distribution utility engaged in the distribution and sale of natural gas to the public for compensation. SCE&G serves over 313,000 natural gas customers in 35 counties covering approximately 22,600 square miles.

3. Corporate legal counsel for SCE&G in this proceeding are as follows:

K. Chad Burgess, Esquire  
Associate General Counsel  
SCANA Corporation  
Mail Code C222  
220 Operation Way  
Cayce, SC 29033-3701  
Telephone: 803-217-8141  
Facsimile: 803-217-7810  
[chad.burgess@scana.com](mailto:chad.burgess@scana.com)

Matthew W. Gissendanner, Esquire  
Senior Counsel  
SCANA Corporation  
Mail Code C222  
220 Operation Way  
Cayce, SC 29033-3701  
Telephone: 803-217-5359  
Facsimile: 803-217-7931  
[matthew.gissendanner@scana.com](mailto:matthew.gissendanner@scana.com)

Private legal counsel for SCE&G in this proceeding is as follows:

Belton T. Zeigler, Esquire  
Pope Zeigler, LLC  
P.O. Box 11509  
Columbia, SC 29211  
Telephone: 803-354-4949  
Facsimile: 803-354-4899  
[bzeigler@popezeigler.com](mailto:bzeigler@popezeigler.com)

All correspondence and any other matters relative to this proceeding should be addressed to the Company's authorized representatives as stated hereinabove.

4. Upon information and belief, DataComm Services, LLC, d/b/a DCS Energy ("DCS") is a limited liability company organized and existing under the laws of the State of Connecticut and is registered as a foreign limited liability company under the laws of the State of South Carolina. Upon information and belief, DCS maintains an office at 3941 Farrow Road, Columbia, South Carolina 29203.

5. The Commission, pursuant to S.C. Code Ann. §§ 58-27-10, *et seq.* (1976, as amended), has jurisdiction over the parties and the subject matter of this Complaint.

## **II. BACKGROUND**

6. In pursuit of its business interests, DCS seeks to install solar photovoltaic systems ("Solar Panels") on rooftops of facilities operated by governmental and nonprofit entities ("Customers") in South Carolina or adjacent to such facilities. In doing so, DCS requires that Customers execute a document

entitled "DCS Energy Solar Lease Contract." A copy of this document is attached hereto as Exhibit A and is referred to herein as the "DCS Lease."

7. Under the terms of the DCS Lease (*See* Ex. A.), DCS will own and operate the Solar Panels it installs at the Customer's premise during the term of the lease. The term of the DCS Lease is five years. When the term of the lease expires, DCS will then transfer ownership of the Solar Panels to the Customer by "donating" the Solar Panels to the Customer.

8. Using these panels, DCS plans to provide electricity directly to these Customers. According to the DCS Lease, DCS is responsible for the operation of the Solar Panels for a period of five years.

9. Under the terms of the DCS Lease, Customers are required to interconnect DCS's solar panels with the electric grid that serves them so that a portion of the electricity that the panels generate can be resold and used by others.

10. Upon information and belief, DCS is compensated for installing Solar Panels through various tax credits and/or rebates generated by the panels and by retaining and reselling to others the renewable energy credits ("RECs") associated with the electricity generated by the panels.

11. Without notice to SCE&G, DCS has installed Solar Panels at one known location in SCE&G's service territory. SCE&G is informed and believes that DCS intends to install additional electric generating facilities at other locations within SCE&G's service territory.

### **III. REQUEST FOR DECLARTORY ORDER**

12. South Carolina Code § 58-27-10(7) (1976, amended) defines an “electrical utility” to include anyone “owning or operating in this State equipment or facilities for generating, transmitting, delivering, or furnishing electricity . . . to or for the public for compensation.”

13. DCS is an “electrical utility” as defined at S.C. Code Ann. § 58-27-10(7) because it owns and operates electrical generation facilities within South Carolina that it will use to provide electricity to the public for compensation.

14. Accordingly, the laws of the State of South Carolina require that DCS obtain a certificate of public convenience and necessity from the Commission before commencing operations. *See* S.C. Code Ann. § 58-27-1230 (1976, as amended). In issuing such certificate, the Commission may determine the terms under which DCS may conduct business in South Carolina.

15. SCE&G seeks an order requiring DCS to cease and desist from all utility operations in South Carolina until it obtains from the Commission a certificate of public convenience and necessity as required by law.

16. SCE&G also seeks a declaration from the Commission that SCE&G is not required to interconnect any of DCS’s generating facilities to its electrical grid until DSC obtains from the Commission a certificate of public convenience and necessity as required by law.

17. Under S.C. Code Ann. § 58-27-660 (1976, as amended), which governs territorial service rights for electric suppliers, DCS must obtain the consent

of SCE&G prior to installing, operating or connecting any generating facilities within SCE&G's assigned service territory to supply electricity to actual or prospective customers of SCE&G's system.

18. DCS has not obtained any such consent from SCE&G.

19. SCE&G seeks a declaration that without consent from the Company, DCS may not install, operate or connect any generating facilities within SCE&G's assigned service territory to supply electricity to SCE&G's actual or prospective customers.

20. In light of the important interests and policy considerations implicated by DCS's request to the Commission, the Company respectfully requests that the Commission hold a formal evidentiary hearing in this matter after sufficient time for discovery as to DCS's business and operating plans.

21. SCE&G has a substantial and material interest in the activities of DCS, and DCS's planned activities will directly and negatively impact SCE&G. Accordingly, SCE&G submits that good cause exists for the Commission to grant the relief requested herein.



WHEREFORE, having set forth its Complaint, SCE&G respectfully requests that the Commission issue an order as follows:

- (i) declaring that DCS is operating as an electrical utility in South Carolina;
- (ii) requiring DCS to obtain a certificate of public convenience and necessity establishing the terms on which it may conduct utility business in South Carolina;
- (iii) enjoining DCS from installing, operating or connecting utility assets within South Carolina until it obtains such a certificate;
- (iv) declaring that SCE&G is not required to interconnect DCS utility assets to its grid until DCS has received the certificate required by law;
- (v) declaring that DCS may not install, operate or connect utility assets to serve customers within SCE&G assigned service territory without SCE&G's express, written consent;
- (vi) enjoining DCS from any further infringement on SCE&G's service rights;
- (vii) scheduling a full evidentiary hearing in this matter; and
- (viii) granting such other and further relief as is just and proper.

**[SIGNATURE PAGE FOLLOWS]**

Respectfully submitted,



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Matthew W. Gissendanner, Esquire  
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Cayce, SC 29033-3701  
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Attorneys for South Carolina Electric &  
Gas Company

Cayce, South Carolina  
September 23, 2011

DCS Energy  
PO Box 320  
South Glastonbury, CT 06073  
860-657-0675  
(Fax) 866-403-6517  
www.DCSenergy.com

### **DCS Energy Solar Lease Contract-(Sample)**

This DCS Energy Solar Lease Plan Contract is between DataComm Services LLC & DCS Energy (provider) and Client (leasee). DCS Energy will provide a photovoltaic solar system for the leasee to use and benefit from the clean electricity generated from the solar PV electric panels for their electric bill. There are some conditions that the leasee must agree to and successfully complete before this DCS Energy Solar Contract will be active (see below). This is an operational lease and the DCS Energy PV solar system will be located at:

Owner: Client

Street address: \_\_\_\_\_.

City: \_\_\_\_\_ State: \_\_\_\_ Zip Code: \_\_\_\_\_ Phone: \_\_\_\_\_

PV System will be located on Roof X or ground \_\_\_\_\_.

The estimated DC size of the system is 18 kW with an estimated monthly average clean energy produced by the PV system as 1800 kWh. The purchase value of this solar PV system is \$126,000. The estimated state rebate is \$0.00, this rebate money will be used to offset the cost of the system to the Leasee and will be paid to DCS Energy. US Federal Program and third party funding partner must approve the PV system and authorize the funds for the system. The DCS Energy PV System will include USA made solar products including:

USA made Solar panels for 18kW system

4 Solectria Renewables PVI-4000 Inverter with website (if client provides Ethernet cable & internet connection

IronGate Racks & Rails

5 year parts and labor warranty on equipment failures

Anticipated state licensed electrician that is responsible for the installation of the PV System: TBD

The down payment for this system will be \$ 0 due and payable immediately. If the UST does not award the rebate money or does not give its approval, the Leasee will have the opportunity to increase their down payment to make up for the lost funds while continuing the solar project or the Leasee can cancel the project. The Leasee will have a monthly payment of \$0 for 60 months. After the 60<sup>th</sup> month, the Leasee will be donated the system by DCS Energy or it will be removed at the request of the client at no cost. DCS Energy will retain rights to the renewable energy credits generated from the solar PV for the life of the system (considered as part of the payment for the system).

DCS Energy  
PO Box 320  
South Glastonbury, CT 06073  
860-657-0675  
(Fax) 866-403-6517  
[www.DCSenergy.com](http://www.DCSenergy.com)

**Leasee Responsibilities:**

- Leasee Agrees to provide utility bill information (at least one month) and building insurance declaration page with at least \$300,000 liability coverage.
- Leasee agrees to provide southern facing location as per DCS Energy recommendation for the PV array system. If this PV system location is a roof, the Leasee agrees to make the roof "in good standing and lasting integrity" for a period of at least 10 years. Any roof leaks or other roof deficiencies are the sole responsibility of the Leasee. If a leak requires the movement of the PV array, Leasee is responsible for any fees to move the array and test to make sure it is functioning properly.
- Leasee agrees to provide secure area for PV Equipment system storage before and during installation. Area should be secure from any theft or vandalism. Leasee is financially responsible for any theft or damage to the PV system while it is on their grounds for the life of the solar. This includes any damage to the PV system from fire, wind, physical damage, scratches to panels or from lighting.
- Leasee agrees to pay for any town fees (permit, zoning etc) and any structural engineering costs for the PV System. The Leasee also agrees to pay any property tax or taxes for the solar PV system.
- If the PV system will be ground mounted the Leasee is responsible for secure fencing protection around the PV array, electrical boxes and inverter. Fencing should not provide any shading or obstruction to the PV array and the sun.
- Leasee will provide unlimited access to the grounds, electric panel area and PV installation site for the DCS Energy staff, project electricians, town inspectors and MTC staff. Following the completion of the installation these parties will need access to the system and will be granted access with 24 hour notice to the Leasee. Leasee agrees to recycle all packaging materials from the solar PV System.
- Leasee if they want a solar website will provide a LAN/internet access & electric plug for the inverter website in the location of the inverter/electric panel and will provide a Cat5 cable in the location of the system inverter. Leasee and the public will be able to see the PV electric production of the system via a web portal as well as in the LCD display of the system's inverter. Leasee will record solar production results for the solar PV system on the first day of every month for the life of the system and provide this information to DCS Energy.
- Leasee agrees to allow the use of their name for advertising purposes or media stories with the PV project in association with DCS Energy and state energy agency.

DCS Energy  
PO Box 320  
South Glastonbury, CT 06073  
860-657-0675  
(Fax) 866-403-6517  
www.DCSenergy.com

**Provider Responsibilities:**

- DCS Energy agrees to provide a working PV solar system on the Leasee's site. The system will be approximately (DC) 18 kW.
- DCS Energy will complete the PV system within six months of receiving the final signed contract, solar signing and funding approval.
- DCS Energy will use a state licensed electrician for all the installation work (TBD)
- DCS Energy will be responsible for the PV system and its maintenance for the five year period of this solar contract. DCS Energy is responsible for any malfunctioning repairs to the PV system (unless caused by any events mentioned before which is the Leasee responsibility for payment or an insurance covered event).
- The state licensed electrician will secure a town permit for the PV system (paid for by Leasee) DCS Energy will secure the utility interconnection approval and application. DCS Energy will obtain both of their signed approvals before the PV System will be commissioned.
- DCS Energy will receive any of the PV systems federal, state, utility and local rebates or tax credits to offset the cost of the solar PV system for the Leasee.

**Termination & Late Payment**

The Leasee may not be terminated before the 61<sup>st</sup> month. If after the 60<sup>th</sup> month the leasee would like to have the system removed, this will be done at no cost to the leasee. After the 60<sup>th</sup> month, the PV system will be donated to the leasee. The system may not be moved during the lease period unless permission is given by DCS Energy. After the leasee owns the system it may be moved. It would be hoped that the system if moved would be in a good solar production area. The RECS and environmental assets will belong to DCS Energy for the life of the system.

DCS Energy  
PO Box 320  
South Glastonbury, CT 06073  
860-657-0675  
(Fax) 866-403-6517  
www.DCSenergy.com

**DCS Energy Solar Lease Plan Contract**

**Leasee:**

We agree to comply and achieve the Leasee responsibilities outlined in this DCS Energy Solar Lease Plan Contract. This agreement must be signed by an official with the organization.

Signature of Town/not-for-profit official rep. (Leasee) \_\_\_\_\_

Print name/Position \_\_\_\_\_

Date \_\_\_\_\_ Down payment due and monthly payment \_\_\_\_\_ 0 \_\_\_\_\_.

**DCS Energy**

We hereby agree to provide a PV solar system to the Leasee and will perform our Solar Lease Contract responsibilities for the successful completion and operation of the DCS Energy Solar PV system.

DCS Energy

Craig Bradway

President of DCS Energy

Signature \_\_\_\_\_

Date \_\_\_\_\_

**BEFORE**  
**THE PUBLIC SERVICE COMMISSION OF**  
**SOUTH CAROLINA**

**DOCKET NO. 2011-\_\_\_\_-E**

IN RE:

South Carolina Electric & Gas  
Company,

v.


DataComm Services, LLC d/b/a  
DCS Energy.

**VERIFICATION**

Personally appeared before me Robert E. Long who, being duly sworn, deposes and says that he is General Manager of Resource Planning, SCANA Services, Inc.; that he has read the Complaint and the matters alleged therein are true and correct to the best of his knowledge, information and belief based upon his personal knowledge; and that he is fully authorized to verify the contents of the Complaint on behalf of South Carolina Electric & Gas Company.

  
Robert E. Long

Sworn to before me this  
23rd day of September, 2011

  
\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: 6-22-2019

**BEFORE**  
**THE PUBLIC SERVICE COMMISSION OF**  
**SOUTH CAROLINA**  
**DOCKET NO. 2011-\_\_\_\_-E**

IN RE:

South Carolina Electric & Gas Company	)	
	)	
v.	)	<b>CERTIFICATE</b>
	)	<b>OF SERVICE</b>
DataComm Services, LLC d/b/a	)	
DCS Energy,	)	
_____	)	

This is the certify that I have caused to be served this day a copy of South Carolina Electric & Gas Company's **Complaint** to the persons named below at the addresses set forth and in the manner described:

Thomas Anderson  
DataComm Services, LLC d/b/a DCS Energy  
3941 Farrow Road  
Columbia, SC 29203  
(via Certified Mail, Return Receipt Requested, Restricted Delivery)


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Karen M. Scruggs

Columbia, South Carolina

This 23rd day of September 2011